BILL NO. S-88-08-08

SPECIAL ORDINANCE NO. S-117-88

**AN ORDINANCE** approving Contract for Res. 6110-88, Memorial Park NSA '88 Curbs and Sidewalks between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the Contract for Res. 6110-88, Memorial Park NSA '88 Curbs and Sidewalks by and between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

replacement of sidewalks and curbs on:
1) Pittsburg Street from Sidney to Summer Street and
2) Hancock Avenue from Pittsburg to Winch Street;

the Contract price is Sixty-Four Thousand Eight Hundred Ninety-Three and 25/100 Dollars ($64,893.25), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CONTRACT NO. 6110-88

MEMORIAL PARK NSA'88

BOARD ORDER NO. 118-88 WORK ORDER NO. 10,728

THIS CONTRACT made and entered into in triplicate this 3rd day of August, 1988, by and between HIPSKIND CONCRETE CORPORATION, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

RESOLUTION NO. 6110-88 MEMORIAL PARK NSA'88

Improvement by replacing Sidewalks and Curbs on: 1. Pittsburg St. from Sidney to Summer 2. Hancock Ave. from Pittsburg to Winch Street

all according to Resolution No. 6110-88, Drawing No. _____, Sheets _____, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of $ 64,893.25. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 6110-88.
b. Instructions to Bidders for Contract No. 6110-88.
c. Contractor's Proposal Dated July 13, 1988.
d. Ft. Wayne Engr. Dept. Drawing #_____.
e. Supplemental Specifications for Contract No. 6110-88.
f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Minority/Female Employment Hourly Utilization.
l. Right-of-Way Cut Permit.
m. Comprehensive Liability Insurance Coverage.
n. MBE/WBE Committment Form.
o. _____
p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract ~~within~~ by 9/20/88 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR)

BY: Patrick D Hipskind

_____, President

BY: Janice M Hipskind

_____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

_____
Angela S. Derheimer
Director of Public Works

_____
Gregory A. Purcell
Acting Director of Safety

_____
C. David Silletto
Director of Administration & Finance

ATTEST:

_____
Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 28TH day of JULY, 1988, personally appeared the within named PATRICIA AND JANICE HIPSKIND, who being by me first duly sworn upon their oaths say that they are the PRESIDENT and VICE PRESIDENT respectively, of HIPSKIND CONCRETE CORP, and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of HIPSKIND CONCRETE CORP. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Juanita J. Bunn

NOTARY PUBLIC

JUANITA J. BUNN

Type or Print Name of Notary

MY COMMISSION EXPIRES: July 13, 1990

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 28TH day of JULY, 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Gregory A. Purcell and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Juanita J. Brown
NOTARY PUBLIC

JUANITA J. BUNN
Type or Print Name of Notary

My Commission Expires: July 13, 1990

Approved by the Common Council of the City of Fort Wayne on day of _____, 19___.

Special Ordinance No._____.

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN )

BEFORE ME, a Notary Public, in and for said County and State, this 3rd day of Aug., 1988, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela S. Derheimer, Gregory Purcell, and C. David Silletto, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
NOTARY PUBLIC

Carolyn S. Eschmann
Type or Print Name of Notary

My Commission Expires: 6-16-91

Approved by the Common Council of the City of Fort Wayne on day of _____, 19___.

Special Ordinance No._____.

(Here insert the name of the Surety) ....., a corporation of the State of Maryland,

with its home office in the City of Baltimore, Maryland, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne Board of Public Works & Safety, Ft. Wayne, IN

(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Sixty-four thousand eight hundred ninety-three and 25/100

(Here insert a sum equal to at least one-half of the contract price)

Dollars ($64,893.25), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 20 19 88, entered into a contract with Owner for Memorial Park NSA '88 - Res. 6110-88

in accordance with drawings and specifications prepared by .....

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

"Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues, but if this provision is prohibited by any law, then it shall be deemed to be amended so as to be equal to the minimum period of limitation allowed by such law."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 26th day of July A. D. 1988

In the presence of:

HIPSKIND CONCRETE CORP.

BY: ..... (SEAL)
*Principal*

..... (SEAL)
*Title*

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND

☐ FIDELITY AND DEPOSIT COMPANY
*Surety*

..... By ..... (SEAL)
Attorney-In-Fact *Title*

C309(TX)
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition

*Power of Attorney*

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of February, A.D. 19 87

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

C W Robbins
*Assistant Secretary*

By C M Pecot
*Vice-President*

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 4th day of February, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.

Carol J. Fader

Notary Public Commission Expires July 1, 1990

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 26th day of July, 19 88.

Christopher T. Maddox
*Assistant Secretary*

L1428a—Ctf. -044-2998

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

# acord CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 7/26/88

PRODUCER

Ward Insurance
PO Box 10510
Ft. Wayne, IN 46852

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Hipskind Concrete Corp.
5502 Mason Dr.
Ft. Wayne, IN 46809

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A: American States
COMPANY LETTER B:
COMPANY LETTER C:
COMPANY LETTER D:
COMPANY LETTER E:

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | ALL LIMITS IN THOUSANDS | |
|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCURRENCE<br>OWNER'S & CONTRACTORS PROTECTIVE | 01CC266781-1 | 12/28/87 | 12/28/88 | GENERAL AGGREGATE<br>PRODUCTS-COMP/OPS AGGREGATE<br>PERSONAL & ADVERTISING INJURY<br>EACH OCCURRENCE<br>FIRE DAMAGE (ANY ONE FIRE)<br>MEDICAL EXPENSE (ANY ONE PERSON) | $1000<br>$1000<br>$1000<br>$1000<br>$ 50<br>$ 5 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS<br>GARAGE LIABILITY | " | " | " | CSL $1000<br>BODILY INJURY (PER PERSON) $<br>BODILY INJURY (PER ACCIDENT) $<br>PROPERTY DAMAGE $ | |
| A | EXCESS LIABILITY<br>[X]<br>OTHER THAN UMBRELLA FORM | SU65209 | " | " | EACH OCCURRENCE $ 1000<br>AGGREGATE $ 1000 | |
| A | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | WC320468-1 | 4/2/88 | 4/2/89 | STATUTORY<br>$ 500 (EACH ACCIDENT)<br>$ 500 (DISEASE-POLICY LIMIT)<br>$ 500 (DISEASE-EACH EMPLOYEE) | |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

Memorial Park NSA '88 - Res. 6110-88

**CERTIFICATE HOLDER**

City of Fort Wayne
Board of Public Works & Safety
City/County Building
Ft. Wayne, IN 46802

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


© IIR/ACORD CORPORATION 1985

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
FIDELITY AND DEPOSIT COMPANY
HOME OFFICES: BALTIMORE, MD. 21203

# Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal,

and Fidelity & Deposit Company, a corporation of the State of Maryland,
(Here insert the name of the Surety)

with its home office in the City of Baltimore, Maryland, U.S.A., as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne Board of Public Works & Safety, Ft. Wayne, IN
(Here insert the name and address or legal title of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Sixty-four thousand eight hundred ninety-three and 25/100
(Here insert a sum equal to at least one-half of the contract price)

Dollars ($64,893.25), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated July 20 19 88, entered into a contract with Owner for Memorial Park NSA '88 - Res. 6110-88

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

"Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which the right of action accrues, but if this provision is prohibited by any law, then it shall be deemed to be amended so as to be equal to the minimum period of limitation allowed by such law."

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 26th day of July A. D. 1988

In the presence of:

HIPSKIND CONCRETE CORP.
BY: _____ (SEAL)
Principal
_____ (SEAL)
Title

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☐ FIDELITY AND DEPOSIT COMPANY
Surety

_____
By _____ (SEAL)
Attorney-In-Fact Title

C309(TX)
Approved by The American Institute of Architects, A.I.A. Document No. A-311 February 1970 Edition

Read the first time in full and on motion by Talarico, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____.M.,E.S.T.

DATED: 8-9-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Redd, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| TOTAL VOTES | 9 | | | |
| BRADBURY | ✓ | | | |
| BURNS | ✓ | | | |
| GiaQUINTA | ✓ | | | |
| HENRY | ✓ | | | |
| LONG | ✓ | | | |
| REDD | ✓ | | | |
| SCHMIDT | ✓ | | | |
| STIER | ✓ | | | |
| TALARICO | ✓ | | | |

DATED: 8-23-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-117-88 on the 23rd day of August, 19 88,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Donna E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of August, 1988, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of August, 1988, at the hour of 2:00 o'clock P.M.,E.S.T.

P. Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 6110-88, Memorial Park NSA '88

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract for Res. 6110-88, Memorial Park NSA '88, of is for replacement sidewalks and curbs on:

1) Pittsburg Street from Sidney to Summer Street and

2) Hancock Avenue from Pittsburg to Winch Street

Hipskind Concrete Corporation is the contractor.

S-88-08-08

EFFECT OF PASSAGE Improvement of curbs & sidewalks at above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $64,893.25

ASSIGNED TO COMMITTEE

BILL NO. S-88-08-08

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for Res. 6110-88, Memorial Park NSA '88 Curbs and Sidewalks between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| YES | | NO |
|---|---|---|
| Samuel J. Talarico | SAMUEL J. TALARICO<br>CHAIRMAN | |
| Mark E. GiaQuinta | MARK E. GiaQUINTA<br>VICE CHAIRMAN | |
| | DAVID C. LONG | |
| | JAMES S. STIER | |
| Janet G. Bradbury | JANET G. BRADBURY | |

CONCURRED IN 8-23-88.

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk